

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

CARDINAL HEALTH 110, LLC	:	
	:	
Plaintiff,	:	
	:	Case No.
	:	
v.	:	
	:	
	:	
HEALTHFIRST PHARMACY PLLC;	:	
ADRIAN WEBSTER-HART; and	:	
CONDILE SYLVESTER	:	Judge:
	:	
Defendants.	:	

CARDINAL HEALTH 110, LLC’S ORIGINAL COMPLAINT

Plaintiff, Cardinal Health 110, LLC, (“Plaintiff” or “Cardinal Health”), files this Complaint against Defendants HealthFirst Pharmacy PLLC (“HealthFirst”), Adrian Webster-Hart, (“Webster”), and Condile Sylvester (“Sylvester”) (Webster and Sylvester, together, the “Guarantors”) (collectively, the “Defendants”), and alleges and states as follows:

PARTIES, JURISDICTION AND VENUE

1. Plaintiff is a Delaware limited liability company registered to do business in Texas with its principal place of business located in Dublin, Ohio. Among other things, Plaintiff specializes in the distribution of pharmaceutical products. Plaintiff’s sole member is Cardinal Health, Inc., which is a publicly traded Ohio corporation with its principal place of business located in Dublin, Ohio. As such, Plaintiff is a citizen of Ohio.

2. HealthFirst is a Texas professional limited liability company located in DeSoto, Texas. Upon information and belief, the Guarantors are the only members of HealthFirst, and each is a citizen of Texas. As such, HealthFirst is a citizen of Texas. HealthFirst can be served

through its registered agent for service, Frederick H. Johnson, CPA; 2507 Copper Creek Ln.; Carrollton, TX 75006; or wherever he may be found.

3. Webster is a natural person domiciled in Dallas, Texas, and, therefore, a citizen of Texas. Webster is a member of HealthFirst, and guaranteed HealthFirst's obligations to Cardinal Health. Webster may be served at his last known address of 406 Penguin Dr.; Dallas, Texas 75241-1045 or 3815 Holland Ave., #2; Dallas, TX 75219, or wherever he may be found.

4. Sylvester is a natural person domiciled in Arlington, Texas, and, therefore, a citizen of Texas. Sylvester is a member of HealthFirst, and guaranteed HealthFirst's obligations to Cardinal Health. Sylvester can be served at his last known address of 2208 S. Branch Dr.; Arlington, Texas 76001, or wherever he may be found.

5. Venue is proper in this Court pursuant to 28 U.S.C. 1391(b)(1) because each Defendant is a resident of Texas and resides within the Northern District of Texas.

6. Jurisdiction is proper in this Court pursuant to the United States Constitution and 28 U.S.C. §1332(a) because (i) the Court has general jurisdiction over each of the Defendants; (ii) the amount in controversy exceeds \$75,000; and (iii) the Plaintiff, being a citizen of Ohio, is not a citizen of any State in which a Defendant is a citizen—each of whom is a citizen of Texas.

FACTS COMMON TO ALL CLAIMS

7. On or about November 22, 2011, Defendants executed and delivered a credit application (the "Credit Application") to Cardinal Health. A true, correct, and complete copy of the Credit Application (except for the redaction of social security numbers, tax ID numbers, and other private financial information) is attached hereto, and incorporated herein, as **Exhibit A**

8. The Credit Application sets forth Cardinal Health's agreement to accept orders from HealthFirst on credit in exchange for HealthFirst's agreement to pay Cardinal Health for

such orders in full in accordance with the applicable payment terms.

9. As part of the Credit Application and as a condition to Cardinal Health's agreement to accept orders from HealthFirst on credit, HealthFirst granted Cardinal Health a security interest in all of HealthFirst's business assets, including but not limited to, all goods, equipment, inventory, accounts, accounts receivable, chattel paper, instruments, investment property and all general intangibles, books and records, computer programs and records, and other personal property, tangible or intangible (the "Collateral"). (*See* Credit Application at Section V on page 3 (the "Security Agreement").)

10. Cardinal Health properly perfected its security interest in the Collateral by filing a UCC Financing Statement with the Texas Secretary of State on or about December 7, 2011, Filing Number 110035647451. A true, correct, and complete copy of the UCC Financing Statement (together with its subsequent continuation) is attached as **Exhibit B**.

11. On or about November 22, 2011, in connection with the Credit Application and as a further inducement to Cardinal Health's agreement to accept orders from HealthFirst on credit, the Guarantors executed and delivered to Cardinal Health a personal guaranty pursuant by which they guaranteed to Cardinal Health the punctual and full payment (and not merely the ultimate collectability) of all of HealthFirst's indebtedness and obligations of every kind to Cardinal Health whether then existing or hereafter arising. (Credit Application at Section VI (the "Guaranty")).

12. Based upon HealthFirst's credit history and the Guaranty, among other things, Cardinal Health agreed to certain payment terms for HealthFirst.

13. Pursuant to the terms of the Credit Application, HealthFirst ordered and received from Cardinal Health, and Cardinal Health delivered to HealthFirst, certain pharmaceutical

products (the “Products”) on an open account (the “Trade Account”).

14. HealthFirst did not reject or return the Products to Cardinal Health, and in fact, benefited from the Products.

15. HealthFirst failed to pay Cardinal Health for the Products in full and in accordance with the applicable payment terms.

16. Subsequently, Cardinal Health made a demand to the Defendants for payment of the debt owed on the Trade Account.

17. Defendants refused to pay to Cardinal Health the balance owed on the Trade Account.

18. Section III, paragraph 5, of the Credit Application entitles Cardinal Health to assess a service charge calculated at the rate of one and one-half percent (1.5%) per month (or the maximum rate allowed by law, if such rate is less than 1.5% per month) on any amount not paid by HealthFirst to Cardinal Health when due. This same section of the Credit Application also requires HealthFirst to pay all out-of-pocket expenses, including attorneys’ fees and costs, incurred by Cardinal Health to collect any amounts due under, or to otherwise enforce any of the terms of, the Credit Application.

19. As of November 17, 2020, HealthFirst owed \$115,698.14, exclusive of applicable finance charges and other expenses, to Cardinal Health in connection with the Trade Account. Attached hereto as **Exhibit C** is a summary setting forth each outstanding invoice owed by HealthFirst to Cardinal Health in connection with the Trade Account.

FIRST CLAIM FOR RELIEF — BREACH OF CONTRACT
(AGAINST HEALTHFIRST)

20. Cardinal Health hereby adopts the preceding paragraphs and incorporates them by reference as if fully restated herein.

21. Cardinal Health performed in accordance with the terms of the Credit Application by supplying the Products to HealthFirst on credit.

22. HealthFirst failed to comply with the terms of the Credit Application by, in part, failing or refusing to fully and timely pay Cardinal Health for the Products.

23. HealthFirst's non-performance constituted a breach of the Credit Application.

24. As a result of the breach, Cardinal Health has suffered damages. In particular, Cardinal Health has been damaged by providing HealthFirst with an extension of credit for the purchase of the Products for which HealthFirst did not fully and timely pay Cardinal Health.

25. Pursuant to the terms of the Credit Application, the sum of \$115,698.14, together with service charges accruing at the rate of 1.5% per month (or the highest rate allowed by law if such rate is less than 1.5% per month) through the date of collection, plus all collection costs and attorney's fees, is due and owing to Cardinal Health by HealthFirst.

SECOND CLAIM FOR RELIEF – GOODS SOLD AND DELIVERED
(ALTERNATIVE CLAIM AGAINST HEALTHFIRST)

26. Cardinal Health re-alleges and incorporates paragraphs 1 through 19 as if fully set forth herein.

27. From time to time, HealthFirst ordered certain pharmaceutical products, including the Products, from Cardinal Health.

28. Cardinal Health delivered the Products to HealthFirst and HealthFirst accepted, used, and received all the benefits of the Products at Cardinal Health's expense.

29. HealthFirst has not fully paid Cardinal Health for the Products.

30. HealthFirst owes Cardinal Health the amount due for the Products.

31. The sum of \$115,698.14, plus service charges accruing at the rate of 1.5% per month (or the highest rate allowed by law if such rate is less than 1.5% per month) through the

date of collection, and all attorneys' fees and court costs, is due and owing to Cardinal Health by HealthFirst on the Trade Account.

THIRD CLAIM FOR RELIEF — CLAIM ON ACCOUNT
(ALTERNATIVE CLAIM AGAINST HEALTHFIRST)

32. Cardinal Health re-alleges and incorporates paragraphs 1 through 19 as if fully set forth herein.

33. The prices charged for the Products were in accordance with the terms of the Credit Application, or the usual and customary prices charged by Cardinal Health for the Products pursuant to industry standards.

34. Cardinal Health kept a systematic record of the transactions and all just, lawful offsets have been applied to the Trade Account.

35. The Trade Account remains unpaid in the total amount of \$115,698.14, plus service charges accruing at the rate of 1.5% per month (or the highest rate allowed by law if lower) through the date of collection, and all attorneys' fees and court costs, for the Products.

FOURTH CLAIM FOR RELIEF — QUANTUM MERUIT
(ALTERNATIVE CLAIM AGAINST HEALTHFIRST)

36. Cardinal Health re-alleges and incorporates paragraphs 1 through 19 as if fully set forth herein.

37. Cardinal Health provided pharmaceutical products, including the Products, for HealthFirst's benefit.

38. Based on the Credit Application and HealthFirst's request that Cardinal Health provide the Products, Cardinal Health reasonably expected to be paid by HealthFirst for the value of the Products.

39. HealthFirst used, accepted and benefitted from the pharmaceutical products,

including the Products, provided by Cardinal Health, but did not fully and timely pay Cardinal Health for the Products as promised.

40. HealthFirst received a valuable benefit from Cardinal Health in the form of the Products.

41. HealthFirst was aware that Cardinal Health was providing the Products with the expectation of being paid therefor, and HealthFirst accepted the Products.

42. Cardinal Health has been damaged by HealthFirst's retention of the Products without full payment, in violation of the fundamental principles of justice, equity and good conscience.

43. It would be unjust for HealthFirst to retain the benefits conferred upon it by Cardinal Health.

44. Cardinal Health is entitled to recover from HealthFirst the reasonable value of the Products.

45. The total reasonable value of the wrongfully retained Products is not less than \$115,698.14, which reflects the amounts charged by Cardinal Health for the Products, that HealthFirst retained without making payment.

**FIFTH CLAIM FOR RELIEF – POSSESSION OF COLLATERAL
(AGAINST HEALTHFIRST)**

46. Cardinal Health re-alleges and incorporates paragraphs 1 through 19 as if fully set forth herein.

47. Under the security interest HealthFirst granted Cardinal Health in the Credit Application, Cardinal Health is entitled to possession of the Collateral upon default by HealthFirst.

48. HealthFirst is in default of its obligations to Cardinal Health as herein alleged.

49. Cardinal Health is entitled to an order and judgment authorizing it to take immediate possession of the Collateral.

SIXTH CLAIM FOR RELIEF – BREACH OF GUARANTY
(AGAINST WEBSTER AND SYLVESTER)

50. Cardinal Health re-alleges and incorporates paragraphs 1 through 49 as if fully set forth herein.

51. In order to induce Cardinal Health to provide pharmaceutical products, including the Products, to HealthFirst on credit, the Guarantors executed and delivered the Guaranty to Cardinal Health.

52. By executing the Guaranty, the Guarantors unconditionally guaranteed the payment and performance of HealthFirst's obligations to Cardinal Health; and are jointly and severally liable, together with HealthFirst, for the company's obligations to Cardinal Health.

53. Cardinal Health was induced to supply and did supply pharmaceutical products, including the Products, to HealthFirst on credit after obtaining the Guaranty.

54. The Guarantors have breached the Guaranty by failing to pay to Cardinal Health the monies owed to Cardinal Health by HealthFirst.

55. As a result of the Guarantors' breach of the Guaranty, Cardinal Health has suffered damages in the total amount of \$115,698.14, plus service charges accruing at the rate of 1.5% per month (or the highest rate allowed by law if lower) through the date of collection, and all attorneys' fees and court costs.

RELIEF REQUESTED

WHEREFORE, Plaintiff, Cardinal Health 110, LLC demands judgment against Defendants, HealthFirst Pharmacy LLC, Adrian Webster-Hart, and Condile Sylvester, jointly and severally, in the amount of \$115,698.14, plus service charges accruing at the rate of one and

one-half percent (1.5%) per month (or the highest rate allowed by law if such rate is less than 1.5% per month) through the date of collection, and all attorneys' fees and collection costs; for an order granting Cardinal Health possession of the Collateral; and, for such other and further relief as may be necessary and appropriate.

Respectfully submitted,

FISHMAN JACKSON RONQUILLO, PLLC

By: /s/ Andrew N. Soule

Andrew N. Soule

SBN: State Bar No. 00797474

asoule@fjrpllc.com

Three Galleria Tower; Suite 700

13155 Noel Road

Dallas, Texas 75240

(972) 419-5500

(972) 419-5501 - FAX

ATTORNEYS FOR CARDINAL HEALTH

CardinalHealth

UPDATED 9.9.2019

FOR OFFICE USE ONLY

Code & Territory:

Sales Representative Name:

SalesForce ID:

CREDIT APPLICATION

BUSINESS INFORMATION

1. APPLICANT'S LEGAL NAME: HealthFirst Pharmacy

2. 424 E. Pleasant Run Rd. Dallas, TX 75115 (Dallas)

APPLICANT'S BUSINESS ADDRESS County Main Office Phone # Main Office Fax #

SHIPPING ADDRESS INCLUDING COUNTY (only if different than business address)

BILLING ADDRESS INCLUDING COUNTY (only if different than business address)

FINANCIAL INFORMATION

1. BUSINESS TYPE (Check One): Proprietorship _____ Partnership _____ (S) Corp _____ (C) Corp _____ LLC ☒ Other _____

2. Federal Tax ID # _____ (must correspond with an attached sales tax exemption certificate) State of Incorporation TEXAS

3. LIST ALL OTHER NAMES UNDER WHICH YOU HAVE OPERATED OR ARE CURRENTLY OPERATING (i.e., dba, fka, etc.):

4. PLEASE LIST ANY AFFILIATED BUSINESSES (include address) (Attach extra sheet if necessary):

5. LIST NAME OF PROPRIETOR, PARTNERS or OFFICERS OF APPLICANT (Attach extra sheet if necessary):

Adrian Webster member/manager 50 3815 Holland Ave #2 Dallas, TX 75219

Name Title % Owned Home Address Social Security No.

Condile Sylvester member/manager 50 2208 S. Branch Dr. Arlington TX 76001

Name Title % Owned Home Address Social Security No.

6. LIST NAMES AND ADDRESSES OF OTHER HEALTH CARE COMPANIES IN WHICH ANY OF THE INDIVIDUALS OR ORGANIZATIONS LISTED IN QUESTION #7 ABOVE ALSO HAVE AN OWNERSHIP INTEREST (i.e., owner, partner or officer):

Name of Individual/Company	Name of Affiliated Company	Address of Affiliated Company

7. IF YOU ARE PART OF AN OWNERSHIP STRUCTURE, PLEASE LIST, IN ORDER, ALL ENTITIES WITHIN THE CHAIN OF CONTROL OF THE APPLICANT THROUGH THE PARENT ENTITY:

10. PRIMARY BUSINESS CONTACT CONDILE SYLVESTER PIC/member condile.sylvester@

Name Title Telephone No. Email Address

11. HOW LONG HAS BUSINESS BEEN UNDER PRESENT OWNERSHIP? _____ Year Business Started 2011 Number of Employees 3

12. ESTIMATED MONTHLY PURCHASES \$20,000 ESTIMATED INITIAL PURCHASE \$50,000 TERMS REQUESTED (subject to credit approval) _____

13. MAJOR SUPPLIERS/EXISTING WHOLESALERS: (Include Name, Address, Phone #, Contact, Account #, High Credit and Amount Owed)

Supplier	Address	Phone	Contact	Account #	\$ High Credit Amount	\$ Amount Owed

14. NAME OF BANKS: (Include Account Number, Address & Phone)

Chase 4236 Wyckoff Dallas, TX 75219 214-443-0784

Bank Account # Address Phone #

15. IF APPLICANT IS PURCHASING PHARMACEUTICALS FROM CARDINAL HEALTH, ANSWER THE FOLLOWING QUESTION: INDICATE ALL OF THE TYPES OF CUSTOMERS YOU SERVICE AND THAT CUSTOMER'S BUSINESS SHARE:

TYPE OF CUSTOMER	SHARE%	SHARE%	SHARE%
> ASSISTED LIVING	<u>10</u>	> LONG-TERM CARE / NURSING HOMES	<u>10</u>
> RETAIL PHARMACIES	<u>100</u>	> DENTAL OFFICES	
> INDIVIDUAL PATIENTS		> MAIL ORDER / INTERNET PHARMACIES	
> PHYSICIAN OFFICES		> HOSPITALS	
		> HOME HEALTH CARE AGENCIES	<u>20</u>
		> MANUFACTURERS	
		> DISTRIBUTORS / WHOLESALERS	
		> VETERINARY OFFICES	
		> OUTPATIENT / SURGERY CENTERS	
		> OTHER _____ DESCRIPTION _____	

16. WILL GOODS PURCHASED BE REBUILT? YES ☐ NO ☒ If yes, in what form? AS IS ☐ RE-MANUFACTURED ☐ RE-PACKAGED ☐ INTERNATIONALLY ☐ OTHER _____

WILL PHARMACEUTICALS BE SOLD TO ANYONE OTHER THAN A PATIENT? YES ☐ NO ☒ IF YES, PLEASE EXPLAIN _____

DRUG LICENSE TYPE* PHYSICIAN ☐ WHOLESALE ☐ PHARMACY ☒ PRECURSOR ☐ DEA ☐ OTHER _____

*Must provide a copy of your state-issued license and DEA Permit

17. ARE THERE CURRENTLY ANY SUITS, LIENS OR JUDGMENTS FILED AGAINST APPLICANT OR ITS BUSINESS, AND/OR HAS APPLICANT OR ITS BUSINESS EVER FILED FOR BANKRUPTCY? YES ☐ NO ☒ If yes, please describe _____

18. TYPE OF BUSINESS OF APPLICANT:

ACUTE	AMBULATORY (CON ?)	LABORATORY	RETAIL WHOLESALER	OTHER
<input type="checkbox"/> Hospital	<input type="checkbox"/> Outpatient Clinic	<input type="checkbox"/> Reference Lab	<input type="checkbox"/> Consulting Pharmacy	<input type="checkbox"/> Long-Term Care Pharmacy/Nursing Homes
<input type="checkbox"/> Surgery Center/Hospital Aligned	<input type="checkbox"/> Physician Office	<input type="checkbox"/> Hospital Laboratory	<input type="checkbox"/> Distributor / Wholesaler	<input type="checkbox"/> Nursing Home
<input type="checkbox"/> AMBULATORY	<input type="checkbox"/> Rehabilitation/Outpatient Facility	<input type="checkbox"/> Research Lab	<input type="checkbox"/> Healthcare Manufacturer	<input type="checkbox"/> Outpatient Care Lab
<input type="checkbox"/> Assisted Living	<input type="checkbox"/> Surgery Center/Preoperative	<input type="checkbox"/> Clinical/Physician Lab	<input type="checkbox"/> Mail Order/Internet Pharmacy	<input type="checkbox"/> Diagnostic Imaging

✓ Retail Pharmacy

EXHIBIT

A

1. As an inducement for Cardinal Health* to accept orders from or otherwise extend or make available credit to Applicant, the undersigned Applicant hereby agrees to comply with the following terms of sale, should Cardinal Health elect to extend such credit.
2. Pricing and payment terms are determined as the time an offer is presented to Applicant.
3. The Applicant acknowledges and agrees that it does not and will not redistribute any product distributed by Cardinal Health to the secondary market, including but not limited to, (i) pharmaceutical product purchased from Cardinal Health; and/or (ii) Cardinal Health self-manufactured products.
4. Until the Product is paid for in full, Cardinal Health retains, and the Applicant hereby grants Cardinal Health, a security interest in the Product.
5. All payments shall be made in full, in good funds, either by check or electronic funds transfer (either by wire or automated clearinghouse), and in accordance with the payment terms. Cardinal Health may assess a service charge calculated at the rate of 1.5% per month (or the maximum rate allowed by law, if such rate is less than 1.5% per month) on any amount not paid by Applicant to Cardinal Health when due under the terms of this Agreement. Failure or delay by Cardinal Health to bill Applicant for any such service charge will not waive Cardinal Health's right to receive the same. In the event of default in payments on any invoices, Cardinal Health shall have the right to declare all invoices immediately due and payable. Applicant shall pay all out-of-pocket expenses, including attorneys' fees and disbursements, incurred by Cardinal Health to collect any amounts due under this Agreement or to otherwise enforce any of the terms of this Agreement.
6. If applicable, Applicant attests to Cardinal Health that it or the physician(s) employed and/or affiliated with Applicant are properly licensed with applicable state licensing agencies to receive, dispense, distribute and otherwise legally dispose of the Product. Applicant understands that by attesting to this, Cardinal Health is complying with the "good faith inquiry" standard to ensure that the Product is distributed to properly licensed and/or registered pharmacy locations. Prior to purchasing the Product from Cardinal Health hereunder, Applicant must provide Cardinal Health with copies of all such licenses and any renewals, revocations or other changes to the same.
7. Applicant agrees that Product will be purchased under Cardinal Health's standard terms and conditions as in effect from time to time or such other terms and conditions as set forth in a vendor agreement between Applicant and Cardinal Health (the standard terms and conditions and the vendor agreement shall hereinafter be collectively referred to as the "Terms and Conditions"). The Terms and Conditions are hereby incorporated by reference and made a part hereof. Applicant acknowledges that the Terms and Conditions may be amended or modified by Cardinal Health from time to time and agrees to be bound by such modifications or amendments.
8. Without limiting Cardinal Health's rights under law or in equity, Cardinal Health (including its affiliates, subsidiaries, parent or related entities, collectively or individually), may exercise a right of set-off against any and all amounts due Applicant. For purposes of this Section 8, Cardinal Health shall be deemed to be a single creditor.
9. Applicant agrees to all the terms and conditions of this Agreement and the Terms and Conditions. This Agreement, the Terms and Conditions together with all invoices, purchase orders, and the exhibits and addenda thereto constitute the entire agreement and understanding of the parties with respect to the subject matter hereof and supersede all prior written and oral agreements, proposals, bids/bid responses, and understandings between the parties relative to the subject matter hereof. No changes to this Agreement or any purchase orders will be made or be binding upon either party unless made in writing and signed by each party. By signing this Agreement, Cardinal Health and Applicant each represent that it has the authority to bind its respective party to this Agreement; provided, that the Terms and Conditions may be amended or modified by Cardinal Health from time to time and Applicant agrees to be bound by such modifications or amendments.
10. All applicable taxes including Federal Excise Tax will be collected as part of the sale.
11. All information provided in this Application or otherwise submitted is true and correct and is being (or will be) furnished for the purpose of obtaining/retaining credit from Cardinal Health. Applicant shall provide Cardinal Health with financial statements and such further information as may reasonably be requested by Cardinal Health from time to time. Applicant authorizes Cardinal Health to verify this information and/or additional information by obtaining data from a credit reporting agency. Applicant acknowledges and agrees to the sharing of financial statements and other information between and among Cardinal Health - affiliated entities.
12. The individual signing this Application on behalf of Applicant is its proprietor, partner, controlling shareholder or authorized officer. The Applicant acknowledges and agrees that this is an application for business credit and the transactions contemplated are not for primarily personal, family or household purposes. Nevertheless, the undersigned is desirous of establishing a business relationship between Applicant and Cardinal Health. Recognizing that the undersigned's individual credit history may be a factor in the evaluation of the credit history of Applicant, the undersigned individual hereby consents to the use of a consumer credit report of the undersigned by Cardinal Health as it may deem necessary in the credit evaluation process and for periodic review for the purpose of maintaining the credit relationship.
13. If your application for business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain the statement, please contact Cardinal Health in writing within sixty (60) days from the date you are notified of our decision. We will send you a written statement of the specific reason(s) for the denial within 30 days of receiving your request for the statement. The Federal Equal Credit Opportunity Act and similar state laws prohibit creditors from discriminating against credit applicant on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, familial status, age (provided the applicant has the capacity to enter into a binding contract), handicapping condition of the applicant, because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

Section IV - AUTHORIZED SIGNATURE

HealthFirst Pharmacy

Print Legal Name As It Appears On The Application in Section I

By: Authorized Signature

PharmD Co-manager

Title

Concile Sylvester

By: Printed Name Of Signor

Date

Section V - SECURITY AGREEMENT

This agreement is made Nov, 2011, between Cardinal Health, whose principal address for purposes of this agreement is _____, and Applicant, whose address is listed above as well as any and all other business addresses, ("Applicant") who hereby agree as follows intending to be legally bound:

Applicant hereby grants to Cardinal Health a security interest in all personal property of the Applicant, wherever located and whether now owned or hereafter acquired:

All goods, equipment, inventory, accounts, accounts receivable, chattel paper, instruments, investment property and all general intangibles, books and records, computer programs and records, and other personal property, tangible or intangible, related to any of the foregoing (including, without limitation, all prescription files, patient lists, signs, appliances, cash registers, computers, computer software, shelving, check-out counters, compressors, freezers, coolers, display cases, customer records, sundries, tobacco products, prescription and over-the-counter pharmaceutical products, health and beauty aids, home healthcare products and general merchandise and supplies); all accessions and additions to, substitutions for, and replacements of any of the foregoing; all proceeds or products of any of the foregoing; and all rights to payments under any insurance or warranty, guaranty, or indemnity payable with respect to any of the foregoing (collectively, the "Collateral").

This agreement secures all obligations of Applicant to Cardinal Health, whether now existing or hereafter arising, to Cardinal Health. The secured obligations include without limitation, principal, interest, service charges, costs, attorney's fees, or other amounts, matured or unmatured, obligations to make payment for all merchandise or services purchased by Applicant from or on the credit of Cardinal Health, and any obligations, debts and liabilities of any nature owing to Cardinal Health whether evidenced by this or any other agreement or arrangement between Applicant and Cardinal Health, whether any such obligations are now or hereafter evidenced by open account, promissory notes or other documents, whether any such obligations have been directly or indirectly acquired by Cardinal Health and irrespective of any guarantees or other security now or hereafter given for any such obligations.

APPLICANT

By: Applicant Signature

Its: Officer Title

CARDINAL HEALTH:

By: Cardinal Health signature

Its: Officer Title

Section VI - GUARANTEE

The undersigned Principal(s) of Applicant, by reason of their interest in Applicant and as an inducement for Cardinal Health to extend credit to Applicant, hereby personally, jointly and severally, irrevocably, and unconditionally guarantee to Cardinal Health and its subsidiaries, affiliates and successors, and assigns (each a Guaranteed Party) the prompt and full payment (and not merely the ultimate collectability) and performance of all obligations of Applicant to each Guaranteed Party, whether now existing or hereafter arising. The undersigned authorize Cardinal Health to verify this information and/or additional information by obtaining data from a credit reporting agency. If Applicant or its business is hereafter sold, this guaranty shall continue to apply to all credit thereafter made available to that Applicant or its business (as the case may be) until such time as Cardinal Health has received 5 days advanced written notice (via certified mail, return receipt requested) that Applicant and/or Personal Guarantor(s) will no longer be responsible for credit thereafter made available with the respect to that Applicant or its business. This guaranty shall be governed by the laws of the State of Ohio.

THE UNDERSIGNED PERSONAL GUARANTOR ACKNOWLEDGES THAT HIS/HER INDIVIDUAL CREDIT HISTORY MAY BE A FACTOR IN THE EVALUATION OF THE CREDIT HISTORY OF THE APPLICANT AND HEREBY CONSENTS AND AUTHORIZES THE USE OF A CONSUMER CREDIT REPORT ON THE UNDERSIGNED BY CARDINAL HEALTH FROM TIME TO TIME AS CARDINAL HEALTH MAY DEEM NECESSARY IN ITS CREDIT EVALUATIONS.

By: PERSONAL GUARANTOR SIGNATURE

By: PERSONAL GUARANTOR SIGNATURE

By: PERSONAL GUARANTOR SIGNATURE

By: PRINTED NAME OF PERSONAL GUARANTOR

By: PRINTED NAME OF PERSONAL GUARANTOR

By: PRINTED NAME OF PERSONAL GUARANTOR

11-22-11

DATE

11-22-11

DATE

DATE

*The term "Cardinal Health" shall mean collectively all subsidiaries, related and affiliated companies of Cardinal Health, Inc. ("CHI"), an Ohio corporation, whether existing now or in the future, including but not limited to Parmed Pharmaceuticals, Inc.

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

CSC

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Corporation Service Company
801 Stevenson Drive
Springfield, IL 62703
USA

FILING NUMBER: 11-0035647451

FILING DATE: 12/07/2011 03:09 PM

DOCUMENT NUMBER: 399804500001

FILED: Texas Secretary of State

IMAGE GENERATED ELECTRONICALLY FOR XML FILING
THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

OR	1a. ORGANIZATION'S NAME HealthFirst Pharmacy, P.L.L.C.			
	1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 424 E. Pleasant Road		CITY Desoto	STATE TX	POSTAL CODE 75115
1d. TAX ID# SSN OR EIN	ADD'L DEBTOR INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Professional LLC	1f. ORG JURISDICTION TX	1g. ORG ID #, if any 360630 <input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

OR	2a. ORGANIZATION'S NAME			
	2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
2d. TAX ID# SSN OR EIN	ADD'L DEBTOR INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. ORG JURISDICTION	2g. ORG ID #, if any <input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

OR	3a. ORGANIZATION'S NAME Cardinal Health			
	3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 7000 Cardinal Place		CITY Dublin	STATE OH	POSTAL CODE 43017
				COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

All business assets, including but not limited to, goods, equipment, inventory, accounts, accounts receivable, chattel paper, instruments, investment property and all general intangibles, books and records, computer programs and records, and other personal property, tangible or intangible, related to any of the foregoing (including, without limitation, all prescription files, patient lists, signs, appliances, cash registers, computers, computer software, shelving, check-out counters, compressors, freezers, coolers, display cases, customer records, sundries, tobacco products, prescription and over-the-counter pharmaceutical products, health and beauty aids, home healthcare products and general merchandise and supplies); all accessions and additions to, substitutions for, and replacements of any of the foregoing; all proceeds or products of any of the foregoing; and all rights to payments under any insurance or warranty, guaranty, or indemnity payable with respect to any of the foregoing (collectively, the "Collateral").

5. ALTERNATIVE DESIGNATION (if applicable): ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

☐ 6. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS Attach Addendum [if applicable]

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2 [ADDITIONAL FEE] [optional]

8. OPTIONAL FILER REFERENCE DATA

[62922250]

FILING OFFICE COPY

EXHIBIT

B

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) CT Lien Solutions
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) **CT Lien Solutions 2727 Allen Parkway Ste. 100 Houston, TX 77019 USA

FILING NUMBER: 16-00374450

FILING DATE: 11/16/2016 07:43 AM

DOCUMENT NUMBER: 699401740001

FILED: Texas Secretary of State

IMAGE GENERATED ELECTRONICALLY FOR XML FILING
THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER 11-0035647451		1b. <input type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Filer: <u>attach</u> Amendment Addendum (Form UCC3Ad) <u>and</u> provide Debtor's name in item 13	
2. <input type="checkbox"/> TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of the Secured Party authorizing this Termination Statement			
3. <input type="checkbox"/> ASSIGNMENT (full or partial) Provide name of Assignee in item 7a or 7b <u>and</u> address of Assignee in item 7c <u>and</u> also name of Assignor in item 9. For partial assignment, complete item 7 and 9 <u>and</u> also indicate affected collateral in item 8			
4. <input checked="" type="checkbox"/> CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law			
5. <input type="checkbox"/> PARTY INFORMATION CHANGE: Check <u>one</u> of these two boxes. This Change affects <input type="checkbox"/> Debtor <u>or</u> <input type="checkbox"/> Secured Party of record. <u>AND</u> Check <u>one</u> of these three boxes to: <input type="checkbox"/> CHANGE name and/or address: Complete item 6a or 6b; <u>and</u> item 7a or 7b <u>and</u> item 7c <input type="checkbox"/> ADD name: Complete item 7a or 7b, <u>and</u> item 7c <input type="checkbox"/> DELETE name: Give record name to be deleted in item 6a or 6b.			
6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only <u>one</u> name (6a or 6b)			
6a. ORGANIZATION'S NAME			
OR	6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only <u>one</u> name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)			
7a. ORGANIZATION'S NAME			
OR	7b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE COUNTRY
8. <input type="checkbox"/> COLLATERAL CHANGE: Also check <u>one</u> of these four boxes. <input type="checkbox"/> ADD collateral <input type="checkbox"/> DELETE collateral <input type="checkbox"/> RESTATE covered collateral <input type="checkbox"/> ASSIGN collateral Indicate collateral:			
9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only <u>one</u> name (9a or 9b) (name of Assignor, if this is an Assignment) If this is an Amendment authorized by a DEBTOR, check here <input type="checkbox"/> and provide name of authorizing Debtor			
9a. ORGANIZATION'S NAME Cardinal Health			
OR	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
10. OPTIONAL FILER REFERENCE DATA:			

FILING OFFICE COPY

HEALTHFIRST PHARMACY

Number	Date	Amount
9993218	3/16/2020	\$1,525.66
9993221	3/16/2020	\$66.64
9993510	3/16/2020	\$75.06
9993511	3/16/2020	\$41.30
9993861	3/16/2020	\$80.89
9995317	3/17/2020	\$404.36
9995318	3/17/2020	\$12.92
9997983	3/17/2020	\$2,092.87
9997984	3/17/2020	\$5.52
9997985	3/17/2020	\$15.72
9998136	3/17/2020	\$1,638.38
2631	3/18/2020	\$551.91
2632	3/18/2020	\$67.81
2633	3/18/2020	\$5.16
3077	3/18/2020	\$1,261.60
9999444	3/18/2020	\$33.99
9999722	3/18/2020	\$20.22
48681	4/1/2020	\$393.12
48682	4/1/2020	\$3.13
49731	4/1/2020	\$988.90
49732	4/1/2020	\$10.28
49733	4/1/2020	\$6.00
49876	4/1/2020	\$12.22
50377	4/1/2020	\$44.96
50378	4/1/2020	\$102.64
51642	4/2/2020	\$498.00
53499	4/2/2020	\$22.36
53510	4/2/2020	\$1,687.66
53511	4/2/2020	\$107.34
53557	4/2/2020	\$5.88
53793	4/2/2020	\$2.69
53795	4/2/2020	\$1,458.06
53796	4/2/2020	\$19.32
53902	4/2/2020	\$711.57
53903	4/2/2020	\$874.79
53904	4/2/2020	\$8.76
53908	4/2/2020	\$33.47
54385	4/2/2020	\$4.24
55327	4/2/2020	\$1,383.93
55328	4/2/2020	\$211.70
55329	4/2/2020	\$83.06
58484	4/3/2020	\$93.29
58485	4/3/2020	\$138.16
59483	4/3/2020	\$1,089.43

EXHIBIT

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59484	4/3/2020	\$29.90
59616	4/3/2020	\$8.18
62305	4/6/2020	\$53.47
62633	4/6/2020	\$3.55
62911	4/6/2020	\$1,097.81
62912	4/6/2020	\$125.39
62915	4/6/2020	\$1,127.85
63323	4/6/2020	\$102.84
63324	4/6/2020	\$2.92
63419	4/6/2020	\$12.58
66789	4/7/2020	\$57.32
67218	4/7/2020	\$688.06
67219	4/7/2020	\$534.67
67220	4/7/2020	\$318.10
67226	4/7/2020	\$12.22
71005	4/8/2020	\$1,263.52
71006	4/8/2020	\$16.41
71007	4/8/2020	\$72.86
73411	4/8/2020	\$1,827.20
73412	4/8/2020	\$32.40
73413	4/8/2020	\$17.92
73480	4/8/2020	\$29.78
78115	4/9/2020	\$29.16
78116	4/9/2020	\$1,167.97
78797	4/10/2020	\$10.08
78800	4/10/2020	\$4.84
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79759	4/10/2020	\$1,485.43
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81459	4/10/2020	\$35.96
51460	4/10/2020	\$45.81
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85197	4/13/2020	\$76.88
85202	4/13/2020	\$77.34
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88899	4/14/2020	\$18.08
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90753	4/14/2020	\$11.14
90754	4/14/2020	\$193.98
94368	4/15/2020	\$761.43
94369	4/15/2020	\$2.76
94370	4/15/2020	\$3.39
98295	4/16/2020	\$193.80

98305	4/16/2020	\$23.96
98306	4/16/2020	\$141.13
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101233	4/17/2020	\$3.32
101244	4/17/2020	\$1,845.80
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99466	4/17/2020	\$17.92
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104852	4/20/2020	\$5.28
104853	4/20/2020	\$65.53
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117487	4/23/2020	\$83.81
117488	4/23/2020	\$79.41
118426	4/24/2020	\$21.43
118450	4/24/2020	\$11.31
119043	4/24/2020	\$30.20
120617	4/24/2020	\$143.30
120618	4/24/2020	\$9.25
120619	4/24/2020	\$19.82
122095	4/27/2020	\$14.97
122508	4/24/2020	\$47.24
122509	4/27/2020	\$188.88
122510	4/27/2020	\$64.02
122519	4/27/2020	\$109.80
123595	4/27/2020	\$16.11
123596	4/27/2020	\$10.32
123641	4/27/2020	\$22.21
123642	4/27/2020	\$22.80
124087	4/27/2020	\$19.32
125335	4/28/2020	\$23.76
125365	4/28/2020	\$21.16
125366	4/28/2020	\$1,767.93
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127834	4/28/2020	\$1,252.90
131268	4/29/2020	\$1,029.60
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132657	4/30/2020	\$1,402.19
132756	4/30/2020	\$8.75

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17702	3/23/2020	\$42.85
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138545	5/1/2020	\$671.52
138546	5/1/2020	\$9.61
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154056	5/7/2020	\$6.19
154057	5/7/2020	\$614.86
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157596	5/8/2020	\$514.52
157597	5/8/2020	\$151.44
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163089	5/12/2020	\$1,547.83
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163502	5/12/2020	\$8.86
163594	5/12/2020	\$15.34
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164685	5/12/2020	\$1,438.17

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166472	5/13/2020	\$15.02
166493	5/13/2020	\$1.15
166535	5/13/2020	\$2,217.80
168661	5/13/2020	\$1,309.97
168662	5/13/2020	\$23.35
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172687	5/14/2020	\$1,091.65
172688	5/14/2020	\$56.79
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176013	5/15/2020	\$18.95
176014	5/15/2020	\$39.24
176092	5/15/2020	\$9.00
45110	3/31/2020	\$29.09
52886	4/2/2020	\$89.98
67302	4/7/2020	\$32.00
79609	4/10/2020	\$171.40
177976	5/18/2020	\$12.92
178999	5/18/2020	\$27.48
179000	5/18/2020	\$367.32
181651	5/19/2020	\$6.74
181905	5/19/2020	\$19.87
182460	5/19/2020	\$14.05
183986	5/19/2020	\$978.71
183987	5/19/2020	\$5.16
183988	5/19/2020	\$195.65
185190	5/20/2020	\$16.41
185192	5/20/2020	\$18.57
185202	5/20/2020	\$30.06
185229	5/20/2020	\$12.31
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185781	5/20/2020	\$66.64
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187662	5/20/2020	\$332.89
187681	5/20/2020	\$12.22
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189279	5/21/2020	\$28.28
190394	5/21/2020	\$285.99
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191773	5/21/2020	\$230.84
191774	5/21/2020	\$14.34
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193078	5/22/2020	\$5.47
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193252	5/22/2020	\$8.40
193857	5/22/2020	\$8.70
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195392	5/22/2020	\$436.52
195393	5/22/2020	\$75.06
197284	5/26/2020	\$114.71
197285	5/26/2020	\$27.28
197823	5/26/2020	\$9.69
197926	5/26/2020	\$169.33
197927	5/26/2020	\$20.46
197930	5/26/2020	\$21.64
198018	5/26/2020	\$24.50
201623	5/27/2020	\$1,663.09
201624	5/27/2020	\$5.16
202061	5/27/2020	\$1,473.31
202062	5/27/2020	\$4.72
202166	5/27/2020	\$1,422.49
202285	5/27/2020	\$1,837.32
202286	5/27/2020	\$17.94
202460	5/27/2020	\$2,045.18
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203205	5/27/2020	\$3.97
203206	5/27/2020	\$31.04
208113	5/28/2020	\$504.89
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211481	5/29/2020	\$33.47
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107856	4/21/2020	\$51.40
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215096	6/1/2020	\$30.25
215532	6/1/2020	\$28.98
217046	6/2/2020	\$498.00
217899	6/2/2020	\$137.10
218047	6/2/2020	\$45.00
220200	6/2/2020	\$10.32
220201	6/2/2020	\$462.97
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220244	6/2/2020	\$1,874.46
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223813	6/3/2020	\$30.25
223825	6/3/2020	\$12.22

225455	6/4/2020	\$23.76
226989	6/4/2020	\$205.81
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226991	6/4/2020	\$29.78
227002	6/4/2020	\$89.56
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231240	6/5/2020	\$41.68
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232765	6/6/2020	\$11.36
234357	6/8/2020	\$149.77
234358	6/8/2020	\$12.07
237634	6/9/2020	\$1,873.50
238901	6/9/2020	\$413.82
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238903	6/9/2020	\$143.12
238974	6/9/2020	\$59.24
242350	6/10/2020	\$87.59
242351	6/10/2020	\$45.60
242352	6/10/2020	\$706.15
242706	6/10/2020	\$6.15
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250318	6/12/2020	\$49.24
250319	6/12/2020	\$1,078.43
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255971	6/16/2020	\$14.40
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258340	6/16/2020	\$86.32
258341	6/16/2020	\$1,461.08
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262122	6/17/2020	\$66.64
265266	6/18/2020	\$8.50
266274	6/18/2020	\$185.98
266275	6/18/2020	\$15.39
269532	6/19/2020	\$617.82
269533	6/19/2020	\$177.70
5978080	6/19/2020	-\$46.70
5989270	6/20/2020	-\$26.53
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272564	6/22/2020	\$128.95
272565	6/22/2020	\$53.06

272566	6/22/2020	\$322.49
272567	6/22/2020	\$86.03
272693	6/22/2020	\$33.47
272695	6/22/2020	\$28.98
272696	6/22/2020	\$143.12
277477	6/23/2020	\$35.22
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277479	6/23/2020	\$208.04
277615	6/23/2020	\$71.71
277657	6/23/2020	\$10.08
278650	6/24/2020	\$60.08
280898	6/24/2020	\$214.68
280899	6/24/2020	\$723.76
280900	6/24/2020	\$18.02
283955	6/25/2020	\$30.06
284798	6/25/2020	\$622.22
284799	6/25/2020	\$42.43
284800	6/25/2020	\$32.82
284823	6/25/2020	\$44.68
285013	6/25/2020	\$5.73
285870	6/26/2020	\$8.74
286619	6/26/2020	\$8.38
286671	6/26/2020	\$1,179.75
288196	6/26/2020	\$12.00
288197	6/26/2020	\$87.92
288198	6/26/2020	\$93.51
288231	6/26/2020	\$1,907.93
290191	6/29/2020	\$21.21
290488	6/29/2020	\$100.24
291359	6/29/2020	\$7.06
291360	6/29/2020	\$226.58
291361	6/29/2020	\$5.24
291365	6/29/2020	\$195.83
291824	6/29/2020	\$219.68
292008	6/29/2020	\$4.41
292154	6/29/2020	\$4.92
292177	6/29/2020	\$10.28
296436	6/30/2020	\$411.87
296437	6/30/2020	\$52.96
296438	6/30/2020	\$37.37
296468	6/30/2020	\$78.88
297892	7/1/2020	\$117.90
297893	7/1/2020	\$178.67
298218	7/1/2020	\$15.92
298237	7/1/2020	\$14.25
300927	7/2/2020	\$498.00
6051420	7/16/2020	-\$1,381.32

383605	8/3/2020	<u>\$498.00</u>
	TOTAL	\$115,698.14